

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re	:
	:
LEHMAN BROTHERS HOLDINGS INC.,	:
<i>et al.</i>	:
Debtors.	:
	:
-----X	

Chapter 11 Case No.
08-13555 (JMP)
(Jointly Administered)

**TENTH OMNIBUS NOTICE OF ASSUMPTION AND ASSIGNMENT
OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

PLEASE TAKE NOTICE that, on September 20, 2008, the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) entered an order (the “Sale Order”) which, among other things, approved an Asset Purchase Agreement (the “Purchase Agreement”) in the above-referenced chapter 11 cases of Lehman Brothers Holdings Inc. (“LBHI”) and its affiliated debtors (collectively, the “Debtors”).

PLEASE TAKE FURTHER NOTICE that, in accordance with the Sale Order and Section 2.5 of the Purchase Agreement, Barclays Capital, Inc. (the “Purchaser”) has the right to designate certain of the Debtors’ unexpired leases and executory contracts for assumption and assignment to Purchaser (collectively, the “Purchased Contracts”).¹

PLEASE TAKE FURTHER NOTICE that, on October 3, 2008, the Bankruptcy Court entered an order (the “Procedures Order”) which, among other things, approved expedited procedures for the assumption and assignment of Purchased Contracts to the Purchaser.

PLEASE TAKE FURTHER NOTICE that the Purchaser hereby provides notice of the (i) assumption and assignment of the Purchased Contracts identified below as of the date hereof, and (ii) cure costs, if any, to be paid (the “Cure Amounts”) pursuant to 11 U.S.C. § 365(b)(1)(A) in connection with the assumption and assignment of such Purchased Contracts.

¹ For purposes of this Notice and the Procedures Order (defined below), Purchased Contracts include PIM Leases (as such term is defined in that certain Clarification Letter with respect to the Purchase Agreement, dated September 20, 2008 (the “Clarification Letter”)) that are designated for assumption and assignment by the Purchaser in accordance with the terms of the Clarification Letter.

PLEASE TAKE FURTHER NOTICE that any party in interest that objects to the proposed assignment or Cure Amount must file and serve a written objection so that such objection is filed with the Court and actually received by the following parties (the “Objection Notice Parties”) no later than **MONDAY, DECEMBER 1st at 4:00 p.m. (EST)**, which date is ten (10) days after the date on which this notice of the assignment was sent to the counterparty: (i) the attorneys for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153-0119 (Attn: Lori R. Fife and Shai Y. Waisman); (ii) the U.S. Trustee, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Tracy Hope Davis); (iii) the attorneys for the Purchaser, Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York NY 10006 (Attn: Lindsee P. Granfield and Lisa M. Schweitzer); (iv) the attorneys for the Creditors’ Committee, Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, NY 10005 (Attn: Dennis F. Dunne, Luc A. Despins, and Wilbur F. Foster, Jr.); and (v) the attorneys for the SIPA Trustee, Hughes Hubbard & Reed LLP, One Battery Park Plaza, New York, NY 10004 (Attn: James B. Kobak, David Wiltenburg, and Jeff Margolin).

PLEASE TAKE FURTHER NOTICE that, to the extent that any counterparty does not timely file an objection as set forth above, such counterparty is deemed to have consented to their respective Cure Amount and the assumption and assignment of their respective Purchased Contract to the Purchaser as set forth in the Assignment Notice, and shall be forever barred from objecting to the assignment or to the Cure Amount set forth below, including, without limitation, the right to assert any additional Cure Amounts or any other amounts with respect to the leases and contracts to be assumed and assigned.

PLEASE TAKE FURTHER NOTICE that, to the extent any objections to the Cure Amounts for such contracts are timely filed, the Debtors, Purchaser and the counterparty must meet and confer in good faith to attempt resolve any such objection without Court intervention. If the objecting party and the Purchaser determine that the objection cannot be resolved without judicial intervention, then such dispute will be determined by the Court upon written application by either party on 20 (twenty) days notice, with any response due to such an application 15 (fifteen) days after such application is filed. The Purchaser shall pay any Cure Amount as soon as reasonably practicable after the earliest of (i) the date on which the contracting counterparty consents in writing to the assumption and assignment of its Purchased Contract to the Purchaser and to the Cure Amount for such contract, (ii) the date on which the counterparty is deemed to have consented to the assumption and assignment of its Purchased Contract to the Purchaser and to the Cure Amount for such contract, or (iii) the date on which the Court enters an order determining the Cure Amount for such contract after the notice and hearing procedure set forth above.

Dated: November 21, 2008
New York, New York

**CLEARY GOTTlieb STEEN &
HAMILTON LLP**

By: /s/ Lisa M. Schweitzer

Lindsee P. Granfield

Lisa M. Schweitzer

One Liberty Plaza

New York, New York 10006

Telephone: (212) 225-2000

Facsimile: (212) 225-3999

Counsel to Barclays Capital Inc.

Please note: Contracts designated for assumption and assignment below include any and all vendor agreements for the provision of goods and/or services to Lehman Brothers Holdings Inc. ("LBHI") and/or Lehman Brothers Inc. ("LBI"), between each listed counterparty and LBI and/or LBHI, and that are related to the assets purchased by Barclays Capital Inc. from LBHI, LBI and/or LB 745 LLC. For the avoidance of doubt, this schedule and notice of the assumption and assignment of these contracts is being filed in both the In re: Lehman Brothers Holdings Inc. (Case No. 08-13555) (Jointly Administered) and In re Lehman Brothers, Inc. (Case No. 08-01420) cases. The cure amount listed for each counterparty represents an aggregate cure amount with respect to all such contracts between LBHI and/or LBI on the one hand and the counterparty on the other hand.

Supplier Name	Cure Amount	Notification Contact	Notification Address 1	Notification Address 2	Notification City, State Zip
Wisdom Software Inc - SOFTWARE HOUSE INTERNATIONAL	\$0.00		255 Newport Drive		Port Moody, CA BC
WOLVERINE EXECUTION SERVICES, LLC	\$15,851.00		175 W. JACKSON BLVD	SUITE 200	Chicago, IL 60604
Xceed Software Inc	\$0.00		155 Bould. Jean-Paul-Vincent	Suite 180	Longueuil, Quebec CA J4n 1L6
XTRACT RESEARCH, LLC	\$0.00	Michael Knox	90 grove Street	Suite 205	Ridgefield, CT 06877
Zephyr	\$0.00		P.O.BOX 12368		ZEPHYR COVE 89448